

NO TRANSFER
TAX PAID

WARRANTY DEED

Statutory Short Form

001225

We, **John W. McDowall, III and Gayle A. McDowall** of Satellite Beach, Brevard County, State of Florida, for consideration paid, grant and convey to **Gayle A. McDowall**, of P.O. Box 372341, 150 Norwood Avenue, Satellite Beach, Florida 32937, with Warranty Covenants, the real estate described as follows:

38-71

Two certain lots or parcels of land situated in Waterville, County of Kennebec and State of Maine, more particularly bounded and described as follows, to wit:

PARCEL I:

Beginning in the southerly line of Barnet Avenue and at the northwest corner of land conveyed from Green Acres, Inc. to Ernest Doyon by deed dated November 20, 1969 and recorded in the Kennebec County Registry of Deeds; thence in a westerly direction and along the southerly line of said Barnet Avenue a distance of one hundred ten (110) feet, more or less, to an iron pin and the easterly line of Fairview Street; thence at a right angle and in a southerly direction and along the easterly line of said proposed Fairview Street a distance of one hundred thirty-nine and eight tenths (139.8) feet to an iron pin; thence in an easterly direction a distance of one hundred ten (110) feet, more or less, to the southwest corner of land now or formerly of Almon W. Buxton and Pauline G. Buxton; thence in a northerly direction and along the westerly line of land of said Buxtons to the southerly line of said Barnet Avenue and the point of beginning.

Subject, however, to the restrictions numbered 1 through 7 in a Warranty Deed from Ernest Doyon to Rudolph R. Michaud and Daisy M. Michaud dated August 15, 1974 and recorded in the Kennebec County Registry of Deeds in Book 1757, Page 120. Said restrictions will be binding upon the grantee(s) herein and all persons claiming or holding under said grantee(s).

PARCEL II:

Commencing on the southerly side of Barnet Avenue (formerly Wheeler Avenue) at an iron pin at the southeast corner of the intersection of Barnet Avenue and proposed Fairview Street; thence in a southerly direction and along the westerly line of land of Parcel I above, a distance of 139.8 feet, more or less to an iron pin; thence in a westerly direction and along the northerly line of land now or formerly of Leland Bard a distance of 50 feet to an iron pin and land now or formerly of Charles Lakin et al.; thence in a northerly direction and along the easterly line of land of said Charles Lakin, et al., a distance of 139.75 feet, more or less, to an iron pin in the southerly line of Barnet Avenue; thence in an easterly direction along the southerly line of Barnet Avenue a distance of 50 feet to the point of beginning.

Subject, however, to the restrictions numbered 1 through 8 in a Warranty Deed from Lester T. Jolovitz to Rudolph R. Michaud and Daisy M. Michaud dated June 28, 1983 and recorded in the Kennebec County Registry of Deeds in Book 2582, Page 206. Said restrictions will be binding upon the grantee(s) herein and all persons claiming or holding under said grantee(s).

Being all and the same premises acquired by John W. McDowall, III and Gayle A. McDowall by Warranty Deed from Janet L. LeClair and Daniel F. LeClair to be recorded in the Kennebec County Registry of Deeds concurrent herewith.

38-71

The above described premises are conveyed expressly subject to a prior Mortgage to Kennebec Federal Savings and Loan Association to be recorded in the Kennebec County Registry of Deeds, which Mortgage is to be paid and performed by the Mortgagors who agree that a breach of the conditions of said prior Mortgage shall constitute a breach of the conditions of this Mortgage. The Mortgagors hereby transfer and assign to the Mortgagee, its successors and assigns, the Mortgagors' equity of redemption of said prior Mortgage including the right to demand an accounting of said prior Mortgage; the right to make full or partial payment upon said prior Mortgage; the right to demand assignment of said prior Mortgage and the Note secured by same. Any payment made by the Mortgagee, its successors and assigns, on said prior Mortgage shall become part of the indebtedness of this Mortgage.

WITNESS our hands and seals this 20th day of August, 2001.

Signed, Sealed and Delivered
in the presence of:

William P. Dubord

William P. Dubord

John W. McDowall, III

John W. McDowall, III

Gayle A. McDowall

Gayle A. McDowall

STATE OF MAINE
COUNTY OF KENNEBEC

Dated: August 20, 2001

Then personally appeared the above named John W. McDowall, III and Gayle A. McDowall and acknowledged the foregoing instrument to be their free act and deed.

Before me,

William P. Dubord

Notary Public

Print

Name:

WILLIAM P. DUBORD

Attorney At Law

Notary Public

My Commission Expires 6/26/2008



RECEIVED KENNEBEC SS.

2002 JAN 11 AM 9:00

Attest: Beverly Miner Hatheway
Acting Register of Deeds